

11-02

AGREEMENT

between

Ewing Township Board of Education
THE EWING TOWNSHIP BOARD OF EDUCATION

and

EWING TOWNSHIP BUS DRIVERS' ASSOCIATION

X July 1, 1987 through June 30, 1988

1. RECOGNITION

- 1.1 The Board of Education recognizes the Ewing Township Bus Drivers' Association as the exclusive bargaining representative as defined in Chapter 123 of foresaid laws of 1974 for all permanent part-time drivers of pupil transportation vehicles. Excluding supervisory and executive personnel, substitutes, office, clerical, and any other employees who may, in the course of assuming their responsibilities, drive vehicles for the Board of Education.

2. SALARY GUIDE

<u>PAY LEVEL</u>	<u>1987-1988 HOURLY RATE PART-TIME EMPLOYEES</u>
1	\$9.00
2	\$9.35

- 2.1 A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.
- 2.2 Each new employee will serve a three (3) month probationary period and receive payment according to the minimum level on the salary guide. After completing three (3) months of satisfactory employment, the employee may be approved as a permanent part-time bus driver and continue to receive payment according to the minimum part-time hourly salary schedule.
- 2.3 A new employee must be employed prior to January 1, in order to qualify for the next higher pay level on the salary guide for the following year, if the above guide so provides.
- 2.4 Work time begins one-half ($\frac{1}{2}$) hour before initial passenger pick-up for the day, and ends one-half ($\frac{1}{2}$) hour after last passenger exits the vehicle for the day. This time shall include the general cleaning of the interior of the vehicle.
- 2.5 Employee to receive two (2) hours pay for any trip that is cancelled if employee is not notified at least one-half ($\frac{1}{2}$) hour prior to the pick-up time of the respective trip.

3. HOLIDAYS

- 3.1 A permanent part-time employee must work a regular schedule ten (10) months to be eligible for paid holidays provided said holidays fall on a working day. Holiday pay received by employees shall be based on the regular schedule of work performed prior to the holiday. Adjustments to be made according to the daily average hours of the respective driver on December 1 and March 1.
- 3.2 A minimum of eleven (11) paid holidays shall be as listed annually by the Employer for ten (10) month employees.

4. LEAVES OF ABSENCE

4.1 Leaves of absence with pay shall be provided as follows:

- a. One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for up to three (3) days leave at full pay during any one school year. (In either case, no unused days shall be accumulated.) Personal leave may be taken in a minimum segment of one-half ($\frac{1}{2}$) days and may be used for any of the following reasons:
 - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holidays.
 - IV. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
 - V. Court subpoena.
 - VI. Personal business which cannot be handled outside of scheduled working hours.
 - VII. Any other emergency or urgent reason not included in (I through VI) above, if approved by the Superintendent of Schools.
- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor, approved by the Superintendent. Only in an emergency may a request be made verbally. However, a written request must be filed within one (1) week.
- d. Three (3) additional days with pay shall be granted for death in the immediate family which shall consist of: spouse, children, brother, sister, father, mother, in-laws, or any member of the immediate household.

- e. Conversion of unused personal leave (4.1.b.) beginning June 30, 1988 and continue each June 30th of each school year thereafter -- unused personal leave days will be added to an employee's accumulated sick leave.
- f. Reimbursement for unused sick leave - Employees who retire under P.E.R.S. after completing fifteen (15) years in Ewing Township shall receive 1/2 the average hourly rate for the last 10 months to a maximum of \$1,850 for unused sick days.

5. OVERTIME

- 5.1 One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
- 5.2 Double time shall be paid for: (a) all work performed on Sundays, (b) all work performed on holidays as listed annually by the Employer.

6. HEALTH BENEFITS

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan, or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1987 and ending June 30, 1988.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

7. GRIEVANCE PROCEDURE

7.1 Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 The employee, with or without a representative, shall take up the grievance or dispute with the Transportation Supervisor within ten (10) calendar days of its occurrence. The Transportation Supervisor shall then attempt to adjust the matter and shall respond to the employee (or employee's representative) within seven (7) calendar days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the employee (or employee's representative) to the Superintendent of Schools within seven (7) calendar days after the Transportation Supervisor's response is due. The Superintendent shall respond to the employee (or employee's representative) in writing within seven (7) calendar days.

Step 3 If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within seven (7) calendar days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within five (5) calendar weeks.

Step 4 If the grievance is not settled at the third step, the employee may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. Binding arbitration only on a grievance based upon an allegation that there has been a violation of the expressed terms of this Agreement. However, the following are not subject to arbitration:

- a. Any matter for which a method of review is prescribed by law.
- b. Any rule or regulation of the Commissioner of Education.
- c. Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. A complaint of an employee which arises by his/her reason of not being reemployed.
- e. A complaint by any personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

If the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission effective December 13, 1974.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees including the grievant shall be required to continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

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8. GENERAL PROVISIONS

- 8.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.
- 8.2 Bus drivers shall be paid every two (2) weeks.
- 8.3 The Employer will pay required fees for obtaining a school bus driver's license and all succeeding renewal fees while employed by the Ewing Township Board of Education. Employees with one (1) year or more of service shall receive a reimbursement for fees immediately upon presenting properly completed invoices. New employees will be reimbursed on their anniversary date for all fees upon submission of properly completed invoices provided they are still employees of the Ewing Township Board of Education.
- 8.4 Jackets will be supplied to all permanent part-time (four (4) hours or more) employees as needed. To be eligible for jackets, employees must have one (1) year of employment with the Board of Education. Jackets are to be worn on all trips other than regular school routes. New employees may purchase jackets if they so desire. Jackets will be replaced as needed per the recommendation of the Transportation Supervisor.

- 8.5 All drivers must attend a defensive driving course during the first sixteen (16) months of employment with the Ewing Township Board of Education. It should be understood that no increases in salary shall take place until certification is received by the Board of Education that the respective driver has completed this obligation. Dismissal from employment with the Ewing Township Board of Education will take place if the obligation as stated above is not completed within the stated time frame. After each four (4) years (prior to the fifth (5th) year) each driver must take a defensive driving course refresher.
- 8.6 Drivers will be paid at the rate of \$5.00 per hour for all local (Ewing Township Board of Education scheduled) inservice meetings. All drivers must attend a minimum of three (3) inservice meetings per year.
- 8.7 Field and Athletic drivers shall be scheduled for all field and athletic trips during the day, Monday through Friday until 4:00 p.m., when possible.

Extra work shall consist of trips during weekdays which cannot be assigned to Field and Athletic drivers, trips starting after 4:00 p.m. on weekdays, and all Saturday, Sunday or Holiday trips. Such work shall be assigned by the Transportation Supervisor on an equitable basis including all drivers (i.e., route drivers and field and athletic drivers.)

- 8.8 a. Annually the administration will post a notice requesting all interested drivers who would like to be considered for the field and athletic driving responsibilities make their intentions known to the Transportation Supervisor. The administration will make the final selection of the employee(s).
- b. Route packages shall be developed and assigned by the Transportation Supervisor to route drivers on an equitable basis where possible and practical, in the following manner:
1. Drivers in the top 25% by seniority shall be assigned to the top quarter of route packages according to the most hours in packages.
 2. Drivers in the second 25% by seniority shall be assigned to the second quarter of route packages according to the most hours in packages.
 3. Drivers in the third 25% by seniority shall be assigned to the third quarter of route packages according to the most hours in packages.
 4. Drivers in the fourth 25% by seniority shall be assigned to the fourth quarter of route packages according to the most hours in packages.

c. The transportation Supervisor, during the course of the school year, may change assignments as needed.

8.9 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

9. ASSOCIATION SECURITY

9.1 The Employer agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Ewing Bus Drivers' Association, together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made.

9.2 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee any sum of money as an Association dues.

10. REPRESENTATION FEE

10.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

10.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 10.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

10.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- a. In November; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

10.4 On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

10.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

11. Reduction in Force

11.1 In the event the Board decides that a Reduction in Force must occur the reduction must be accomplished in the following manner:

- a. Employees must be RIFed according to seniority. The last employee hired must be the first fired.

12. TERMINATION

12.1 This Agreement shall be effective as of the 1st day of July 1987 and shall remain in full force and effect until the 30th day of June 1988. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations. The contents of this document shall constitute the full agreement between the parties.

August 24, 1987

Side Bar to Agreement

1. Field and Athletic drivers shall have their regular hours Monday through Friday. Anything over Field and Athletic driver's package, from the beginning of the school year (not to exceed eight (8) hours per day in the package), shall be considered extra work. When route work is done by Field and Athletic drivers it will be counted in their regular hours that day, including the field and athletic trips.
2. Sundays and paid Holidays shall be given out on a rotation basis starting with the senior driver and working down the list until every driver has had a turn at Sundays or paid Holidays. After everyone has had a turn at Sundays and paid Holidays, the list will start at the top again.
 - a. The list must be kept active from school year to school year.
3. All route and Field and Athletic drivers who turn down or refuse extra work shall be credited for the extra hours that they could have worked.
 - a. The Transportation Department Office will keep an accurate account of hours credited to each driver as submitted by each driver every week. The Union Officers shall have access to these records at discretion of Transportation Supervisor.
 - b. If a driver signs off to do extra work at any time during the school year, that driver will not be used at any time unless no one else is available. Upon returning that driver's name to the list, he/she will automatically be credited with the highest hours on the list.
4. The route package will be the driver's regular hours.
 - a. Added routes in the course of the year shall be given to the available top senior driver. If the highest available senior driver refuses added routes, it shall then go to the next available highest senior driver, etc.
5. If any extra routes become available the highest senior driver shall be offered the extra work (if this driver is available), if this driver refuses, the next senior driver shall have the option of that package, etc. Extra routes shall go to the next driver until a driver accepts the extra work. Provided a driver is available and suitable for the assignment as determined by Transportation Supervisor.

6. In an emergency situation the Supervisor may pick any driver available. If no emergency exists the Transportation Supervisor or Department Personnel in charge shall go down the seniority list to get the first available driver who is suitable for the assignment. Every effort shall be made to provide hours on an equitable basis.
7. Substitute bus drivers are not to be used for any extra work, including Field and Athletic trips, unless all regular drivers have been asked and are not willing to work.
8. Administration and Union representatives shall meet no later than January 1988 and review and/or change the above side bar.

IN WITNESS WHEREOF, the parties have hereto set their hands this

_____ day of _____, 1987.

FOR THE BUS DRIVERS

FOR THE EMPLOYER

John Ball, President
Board of Education
Ewing Township, New Jersey

J. Bruce Morgan
Business Administrator/Board
Secretary
Board of Education
Ewing Township, New Jersey

HOLIDAYS
BUS DRIVERS
1987-1988

September 7	Labor Day
November 11	Veterans' Day
November 26	Thanksgiving Day
November 27	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 18	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
February 15	Presidents' Day
April 1	Good Friday
May 30	Memorial Day

